In approaching the question of the admissibility of confessions two conflicting considerations must be borne in mind. On the one hand, the state would be seriously handicapped in the apprehension and conviction of criminals if only spontaneous confessions were permitted. On the other hand, the accused, who is presumptively innocent, has the unquestioned right to make no statement whatever. There is considerable tendency, either by statute or judicial decision, toward holding confessions not voluntary where the only element of coercion is persistent and long-continued questioning. KY. ST. 1912, c. 135, p. 542; *Com.* v. *McClanahan*, 153 Ky. 412; *People* v. *Borello*, 161 Cal. 367; *State* v. *Thomas*, 250 Mo. 189; *Ammons* v. *State*, 80 Miss. 592; *Gallaher* v. *State*, 40 Tex. Cr. R. 296. Professor Wigmore distinctly disapproves of this tendency. 5 WIGMORE ON EVIDENCE [2nd Ed.] § 851. Baron Parke characterized it as "sacrificing justice and common sense at the shrine of mercy." *Reg.* v. *Baldry*, 12 Eng. L. & Eq. R. 590. The amount of persuasion which will render a confession involuntary must depend largely upon the circumstances of each case, with due regard to the age, mentality, and physical endurance of the prisoner. If the questioning is so long continued that the prisoner's power of resistance is broken down, or that his only hope of surcease seemingly lies in giving the answers that the questioner expects, it would seem palpable that the confession is not voluntary. Even if admitted, its probative value would be rather slight. No valid objection is seen to a reasonable amount of questioning. It is submitted that the surest and most convenient way to prevent excesses by those in authority, spurred on by the popular demand for the suppression of the ever present "crime wave," is to render confessions inadmissible in evidence when they are so improperly obtained. It is felt, however, that the trial court is in a much better position to determine the effect which the interrogation had upon the prisoner than an appellate court can possibly be, and, therefore, the power of review should be exercised very sparingly.

GIFTS—DIRECTIONS TO THE DEBTOR TO PAY DEBT TO DONEE IS SUFFICIENT DELIVERY.—Defendant was indebted to the plaintiff's testatrix. There was no written evidence of the debt. Plaintiff's testatrix orally directed the defendant to pay $1,000 to her grandchild upon her death, which he did. Plaintiff, as administrator of the estate, sued to recover the money on the ground that the intent to make a gift was not executed by a delivery. The question was whether an unqualified direction by the creditor of a debt unevidenced by any writing to the debtor to pay another was a sufficient constructive delivery. It was *held* that, the creditor having done all that was possible under the circumstances to put the debt out of his control, there was a sufficient constructive delivery. *Dinslage* v. *Stratman* (Neb., 1920), 180 N. W. 81.

To be a valid parol gift, there must not only be an intent to give but there must be a delivery. *Irons* v. *Smallpiece*, 3 B. & Ald. 551 (1819). But just what will constitute a delivery has frequently troubled the courts. In *Poff* v. *Poff* (Va., 1920), 104 S. E. 719, 19 MICH. L. REV. 552, the creditor of

a debt unevidenced by any writing orally directed the debtor to pay another with the intent of making a gift to that person. The court held there was no delivery, as no instrument by the use of which the debt could be reduced into possession was delivered to the donee. In *Cook* v. *Lum* (1893), 55 N. J. L. 373, where the only evidence of the debt was a piece of paper with a column of figures, the court held that the delivery of this paper to the donee with the intent of making a gift was not a valid gift, for the donor parted with nothing which was essential to his own dominion over the money in question. To be a delivery of a chose in action in the above jurisdictions, there must be delivery of the donor's voucher of right or title to the donee; and if there is no written evidence of the chose the donor, it would seem, must create written evidence if he would make a valid gift. *Cook* v. *Lum, supra; Adams* v. *Merced Stone Co.* (1917), 178 Pac. 498. There is another line of authorities, however, which follow the doctrine laid down in the principal case, and hold that where the creditor of a debt unevidenced by any writing directs the debtor to pay it to another the gift is executed because the donor has done all that could be done under the circumstances to make a delivery. *Ebel* v. *Piehl* (1903), 134 Mich. 64. It is interesting to note that the court in the principal case does not rest its decision upon the ground that no delivery was necessary in such cases, but satisfies itself with saying "there was an absolute completed gift when Thersa Stratman directed the defendant to pay the money to Tracey, and *there was a sufficient constructive delivery.*" Just what constituted this constructive delivery outside of the intent to give is hard to say. It would seem that the effect of the court's decision is to hold that no delivery is necessary when the thing sought to be given is a chose in action unevidenced by any writing, and that another limitation is thus placed upon the doctrine of *Irons* v. *Smallpiece, supra.* It is submitted that the conclusion at which the court in the principal case arrived was correct, but that the decision might well have been placed upon the ground that no delivery in such cases is necessary.

HUSBAND AND WIFE—ATTORNEY'S FEE NOT "REASONABLE AND NECESSARY FAMILY EXPENSE."—In a suit brought under the Iowa Code, which allows the estate of the wife to be held for "reasonable and necessary family expense," it was *held* that litigation expenses incurred by the husband in defending a charge of felony were not "family expense," and that the estate of the wife was not liable therefor under the above statute. *Sager, Sweet, and Edwards* v. *Risk et al.* (Iowa, 1920), 180 N. W. 299.

The liability of the wife for "family expense" is entirely statutory, the husband being under obligation to pay all such expenses under the common law. *McCartney & Sons* v. *Carter,* 129 Iowa 20; *Martin* v. *Vertres,* 130 Iowa 175. Hence, the liability of the wife must be determined entirely from the construction of the statute and the meaning of the words "family expense." The meaning of this phrase has generally been limited to things used in the family, kept for the family use, or beneficial thereto. *Smedley* v. *Felt,* 41 Iowa 588; *Phipps* v. *Kelly,* 12 Ore. 213, 6 Pac. 707. But this is not neces-